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| 19. Husband in action to recover in right of his wife after her death may declare how the right accrued to his wife and devolved on him.
20. Married woman may contract with husband or form co-partnership | with him or with others. Her liability on such contracts.
21. Husband liable for debts validly contracted by wife in his name as at common law. |
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An. Code, sec. 1. 1904, sec. 1. 1888, sec. 1. 1892, ch. 267. 1898, ch. 457.

1. The property, real and personal, belonging to a woman at the time of her marriage, and all the property which she may acquire or receive after her marriage, by purchase, gift, grant, devise, bequest, descent, in the course of distribution, by her own skill, labor or personal exertions, or in any other manner, shall be protected from the debts of the husband, and not in any way be liable for the payment thereof; provided, that no acquisition of property passing to the wife from the husband after coverture shall be valid if the same has been made or granted to her in prejudice of the rights of his subsisting creditors, who, however, must assert their claims within three years after the acquisition of the property by the wife, or be absolutely barred, and, for the purpose of asserting their rights under this section, claims of creditors of the husband not yet due and matured shall be considered as due and matured.

Conveyances from husband to wife.

A gift or conveyance from husband to wife is valid, if it does not prejudice subsisting creditors. Requisites of a *bona fide* conveyance from husband to wife. *Myers v. King*, 42 Md. 69; *Trader v. Lowe*, 45 Md. 14; *Miller v. Johnson*, 27 Md. 11; *Bowie v. Stonestreet*, 6 Md. 430. (See sec. 2.)

If a wife is a creditor, this section does not prevent her being treated by her husband accordingly. A deed for the benefit of the wife, held valid. *Crane v. Barkdoll*, 59 Md. 535.

As to how relation of debtor and creditor between husband and wife (prior to sec. 20) was established, see *Farmers' Bank v. Jenkins*, 65 Md. 248; *Sabel v. Slingluff*, 52 Md. 132; *Odend'hal v. Devlin*, 48 Md. 446; *Drury v. Briscoe*, 42 Md. 161; *Hill v. Hill*, 38 Md. 184; *Mayfield v. Kilgour*, 31 Md. 241; *Kuhn v. Stanfield*, 28 Md. 210; *Edelen v. Edelen*, 11 Md. 420; *State v. Reigart*, 1 Gill, 2.

Where husband collected money belonging to wife's separate estate and promised to repay it, the wife was a *bona fide* creditor of husband. *Drury v. Briscoe*, 42 Md. 161. *Contra*, however, if husband does not expressly promise to repay. *Kuhn v. Stanfield*, 28 Md. 210; *Edelen v. Edelen*, 11 Md. 420.

A conveyance from husband to wife, held void under this section, save as to value of wife's separate estate which was part of consideration for deed. *Hull v. Deering*, 80 Md. 429.

Conveyances from husband to wife are void under this section only so far as the original parties and their privies and others claiming under them with notice, are concerned. This section has no application to *bona fide* purchasers for value. The case of *Levy v. Rothschild*, 69 Md. 348, and other cases explained. (See sec. 2.) *Nicholson v. Condon*, 71 Md. 622; *Farmers' Bank v. Brooke*, 40 Md. 256 (discussing also the burden of proof).

A mortgage and single bills held invalid as between husband and wife, and also as to a purchaser from the wife with notice. What amounts to notice? (See sec. 2.) *Green v. Early*, 39 Md. 229. See also *Milholland v. Tiffany*, 64 Md. 457.

A transfer from husband to wife, held void notwithstanding an attempt to set up a secret parol trust. *Plummer v. Jarman*, 44 Md. 638.

A deed executed for a simulated consideration to a son, who immediately conveys without consideration to the wife, is void. *Norberg v. Records*, 84 Md. 570.

Prior to Code of 1860, the wife's money, goods and chattels, vested absolutely in the husband, and so as to money paid a married woman during coverture unless it was expressed to her sole and separate use. Hence, a promise by husband to